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Frank A. Oswald  
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Lara R. Sheikh

Counsel to the  
Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
In re:	:	Chapter 11
	:	
LOEHMANN'S HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 10-16077 [REG]
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X	:	

**PLAN SUPPLEMENT  
FOR DEBTORS SECOND AMENDED JOINT PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE THAT THE ABOVE CAPTIONED DEBTORS (COLLECTIVELY, THE "DEBTORS") HEREBY FILE THE PLAN SUPPLEMENT, RELATED TO THE DEBTORS' SECOND AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, IN THE ABOVE CAPTIONED CHAPTER 11 CASES DATED AS OF JANUARY 7, 2011 [DOCKET NO. 281] (AS AMENDED FROM TIME TO TIME AND INCLUDING ALL EXHIBITS AND SUPPLEMENTS THERETO, THE "PLAN").<sup>2</sup> THE DOCUMENTS CONTAINED IN THIS PLAN SUPPLEMENT ARE INTEGRAL TO AND PART OF THE PLAN AND, IF THE PLAN IS APPROVED, SHALL BE APPROVED IN THE CONFIRMATION ORDER. THE HEARING TO CONSIDER CONFIRMATION OF THE PLAN IS CURRENTLY SCHEDULED FOR FEBRUARY 7, 2011 AT 9:45 A.M. (PREVAILING EASTERN TIME).

PLEASE TAKE FURTHER NOTICE that the Plan Supplement includes the following documents, as may be modified, amended or supplemented from time to time:

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<sup>1</sup> The Debtors in these Chapter 11 cases, along with the last four digits of each U.S. Debtors' Federal tax identification number, include: Loehmann's Holdings Inc., (9380), Loehmann's, Inc. (1356), Loehmann's Real Estate Holdings, Inc. (6682), Loehmann's Operating Co. (6681) and Loehmann's Capital Corp. (2694).

<sup>2</sup> Unless otherwise noted, capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.

- Exhibit A** Form of Commitment Letter for the Exit Financing
- Exhibit B** Employee-Related Programs
- Exhibit C** Rejected Executory Contracts and Unexpired Lease Schedule
- Exhibit D** Assumed Executory Contract and Unexpired Lease Schedule
- Exhibit E** Compensation and Benefits Programs to Be Rejected
- Exhibit F** Amended and Restated Certificate of Incorporation
- Exhibit G** Amended and Restated Bylaws
- Exhibit H** Schedule of the Debtor Causes of Action to be retained by the Reorganized Debtors
- Exhibit I** Identity of Officers of the Reorganized Debtors
- Exhibit J** Identity of Members of New Board
- Exhibit K** Certificate of Designation for New Convertible Preferred Stock
- Exhibit L** New Shareholders' Agreement

**PLEASE TAKE FURTHER NOTICE** that the Debtors reserve the right to alter, amend, modify or supplement any document in the Plan Supplement with the consent of each of the Backstop Parties; provided that if any document in the Plan Supplement is altered, amended, modified or supplemented in any material respect, the Debtors will file a blackline of such document with the Bankruptcy Court.

Dated: New York, New York  
January 18, 2011

TOGUT, SEGAL & SEGAL LLP  
Counsel for the  
Debtors and Debtors in Possession  
By:

/s/ Frank A. Oswald  
FRANK A. OSWALD  
BRIAN F. MOORE  
One Penn Plaza, Suite 3335  
New York, New York 10119  
(212) 594-5000

## **Exhibit A**

### **Form of Commitment Letter for the Exit Financing**

The Debtors intend to file this document in accordance with the definition of the Plan Supplement Filing Date<sup>1</sup> set forth in the Plan.

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<sup>1</sup> Under the Plan, the Plan Supplement Filing Date means the date that is five (5) calendar days prior to the Voting Deadline; provided, that, with respect to the New Shareholders Agreement and the certificate of designation for the New Convertible Preferred Stock, the Plan Supplement Filing Date means the date that is ten (10) calendar days prior to the Voting Deadline; and with respect to the Rejected Executory Contract and Unexpired Lease Schedule and the Assumed Executory Contract and Unexpired Lease Schedule, the Plan Supplement Filing Date means the date that is fifteen (15) calendar days prior to the Voting Deadline.

## **Exhibit B**

### **Employee-Related Programs**

The Debtors intend to file this document in accordance with the definition of the Plan Supplement Filing Date<sup>1</sup> set forth in the Plan.

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<sup>1</sup> Under the Plan, the Plan Supplement Filing Date means the date that is five (5) calendar days prior to the Voting Deadline; provided, that, with respect to the New Shareholders Agreement and the certificate of designation for the New Convertible Preferred Stock, the Plan Supplement Filing Date means the date that is ten (10) calendar days prior to the Voting Deadline; and with respect to the Rejected Executory Contract and Unexpired Lease Schedule and the Assumed Executory Contract and Unexpired Lease Schedule, the Plan Supplement Filing Date means the date that is fifteen (15) calendar days prior to the Voting Deadline.

## **Exhibit C**

### **Rejected Executory Contracts and Unexpired Lease Schedules**

TOGUT, SEGAL & SEGAL LLP  
One Penn Plaza  
Suite 3335  
New York, New York 10119  
(212) 594-5000  
Frank A. Oswald  
Brian F. Moore  
Lara R. Sheikh

Counsel to the  
Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	Chapter 11
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LOEHMANN'S HOLDINGS, INC., <i>et al.</i> ,	:	Case No. 10-16077 [REG]
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X	:	

**NOTICE OF FILING OF THE  
REJECTED EXECUTORY CONTRACT AND  
UNEXPIRED LEASE SCHEDULE OF THE PLAN SUPPLEMENT**

The debtors and debtors in possession in the above-captioned cases (collectively, "Loehmann's" or the "Debtors"),<sup>1</sup> hereby file their Notice of Filing ("Notice of Filing") of the Rejected Executory Contract And Unexpired Lease Schedule<sup>2</sup> of the Plan Supplement<sup>3</sup> pursuant to sections 365 and 1123 of title 11 of the United

<sup>1</sup> The Debtors are the following entities: Loehmann's Holdings, Inc., Loehmann's, Inc., Loehmann's Real Estate Holdings, Inc., Loehmann's Operating Co., and Loehmann's Capital Corp.

<sup>2</sup> Unless otherwise noted, capitalized terms not defined herein shall have the meanings ascribed to such terms in the Plan.

<sup>3</sup> Under the Plan, the "Plan Supplement" means the compilation of documents and forms of documents, schedules and exhibits to be Filed on the Plan Supplement Filing Date, as amended, modified or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and the Bankruptcy Rules, comprising, without limitation, the following documents: (a) a commitment letter from one or more lenders to provide the Exit Facility; (b) the list of the Employee-Related Programs; (c) the Rejected Executory Contract and Unexpired Lease Schedule; (d) the Assumed Executory Contract and Unexpired Lease Schedule; (e) a schedule of Compensation and Benefits Programs to be rejected, if any; (f) the Amended and Restated Certificate of Incorporation; (g) the Amended and Restated Bylaws; (h) a schedule of the Debtor Causes of Action to be retained by the Reorganized Debtors; (i) the identity of the Reorganized Debtors' officers; (j) the identity of the members of the New Board; (k) a certificate of designation for the New Convertible Preferred Stock; and (l) the New Shareholders' Agreement; provided, that, all of the schedules, lists, agreements and documents included in the Plan Supplement shall be in form and substance satisfactory to each of the Backstop Parties in its sole discretion.

States Code (the “Bankruptcy Code”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) under the Debtors’ Second Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated January 7, 2011 (as amended from time to time and including all exhibits and supplements thereto, the “Plan”).

1. On November 15, 2010 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Debtors continue to manage and operate their businesses as debtors in possession under Code sections 1107 and 1108.

2. On January 7, 2011, the Bankruptcy Court entered an order (the “Disclosure Statement Order”) [Docket No. 268] approving, *inter alia*, the disclosure statement for the Debtors’ Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 281] (as amended from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”), as containing adequate information, as required under section 1125(a) of the Bankruptcy Code, and authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan. A hearing to confirm the Plan will commence on February 7, 2011 at 9:45 a.m. prevailing Eastern Time.

3. Pursuant to Article V.A. of the Plan, each of the Debtors’ Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date unless such Executory Contract or Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) is identified on the Rejected Executory Contract and Unexpired Lease Schedule, which such list shall be included in the Plan Supplement; (3) is the subject of a separate motion or notice to reject filed by the Debtors on or before the filing of the Rejected Executory Contracts and Unexpired Lease Schedule or (4) previously expired or terminated pursuant to its own terms.

4. Accordingly, as part of the Plan Supplement, the Debtors are filing the Rejected Executory Contract and Unexpired Lease Schedule, annexed hereto, which identifies the Executory Contracts and Unexpired Leases<sup>4</sup> to be rejected by the Debtors pursuant to the Plan.

5. Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the rejections of such Executory Contracts and Unexpired Leases set forth in Rejected Executory Contract and Unexpired Lease Schedule. Unless

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<sup>4</sup> The Debtors will provide each non-debtor counterparty to an Executory Contract and Unexpired Lease Contract that is included in the Rejected Executory Contract and Unexpired Lease Schedule of the Plan Supplement with a customized exhibit annexed to the Notice of Filing, which specifically identifies the Executory Contract or Unexpired Lease to be rejected. Counterparties will also be able to review the Rejected Executory Contract And Unexpired Lease Schedule of the Plan Supplement in its entirety free of charge by accessing visiting the Debtors’ restructuring website at: <http://www.kccllc.net/loehmanns>; and/or writing to Loehmann’s Holdings, Inc., c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, California 90245.

otherwise indicated, the rejection of such Executory Contracts and Unexpired Leases are effective as of the Effective Date of the Plan.

**6. Any holder of a claim arising from the rejection of an Executory Contract or Unexpired Lease that does not timely file a proof of claim shall not (a) be treated as a creditor with respect to such claim, (b) be permitted to vote to accept or reject the Plan under voting procedures of the Disclosure Statement Order or (c) participate in any distribution in the Chapter 11 Cases on account of such claim.**

7. The listing of any contract or lease herein is not an admission that such contract is an Executory Contract or Unexpired Lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are expressly reserved. The Debtors also reserve the right to amend, modify or supplement the Rejected Executory Contract and Unexpired Lease Schedule with the consent of each Backstop Party.

8. Each Executory Contract or Unexpired Lease to be rejected pursuant to the Plan includes all modifications, amendments, addenda, exhibits and supplements that affect such Executory Contract or Unexpired Lease

**9. If you do not object to the Debtors' proposed rejection of the Executory Contract or Unexpired Lease, you are not required take any further action.**

10. Objections, if any, to the rejection of an Executory Contract or Unexpired Lease included on the Rejected Executory Contract and Unexpired Lease Schedule (in each instance, the "Objection") must be in writing and filed with the Bankruptcy Court. An Objection must specify the parties to the particular contract or lease, and the legal basis for such objection, if any.

11. An Objection will be deemed timely filed only if the Objection is actually received on or before January 25, 2011 at 4:00 pm (the "Objection Deadline") by the Bankruptcy Court at the following address:

Honorable Robert E. Gerber  
United States Bankruptcy Court  
for the Southern District of New York  
United States Custom House  
One Bowling Green  
Chambers Room 621  
New York, New York 10004



In addition, an Objection will be deemed timely served only if a copy of the Objection is actually received on or before the Objection Deadline by the Debtors' attorneys:

TOGUT, SEGAL & SEGAL LLP  
Counsel for the Debtors and  
Debtors in Possession  
One Penn Plaza, Suite 3335  
New York, New York 10119  
Attn: Frank A. Oswald, Esq.  
Brian F. Moore, Esq.

**FAILURE TO FILE A TIMELY OBJECTION IN ACCORDANCE WITH THE FOREGOING SHALL BE DEEMED CONSENT TO THE REJECTION OF THE EXECUTORY CONTRACTS AND UNEXPIRED LEASES BY THE DEBTORS, AND SUCH PARTY SHALL BE FOREVER BARRED FROM OBJECTING TO THE DEBTORS' REJECTION OF THE EXECUTORY CONTRACTS AND UNEXPIRED LEASES.**

12. This Notice of Filing is being provided in accordance with the Order establishing certain notice, case management and administrative procedures entered in these Chapter 11 cases, dated November 17, 2010 [Docket No. 57], and is being served upon each of the parties to the Executory Contracts and Unexpired Lease set forth on the exhibits hereto. The Debtors submit that no other or further notice is necessary.

Dated: New York, New York  
January 18, 2011

TOGUT, SEGAL & SEGAL LLP  
Counsel for the  
Debtors and Debtors in Possession  
By:

/s/ Frank A. Oswald  
FRANK A. OSWALD  
BRIAN F. MOORE  
One Penn Plaza, Suite 3335  
New York, New York 10119  
(212) 594-5000

**EXECUTORY CONTRACT LIST  
EXHIBIT 1  
CONTRACTS TO BE REJECTED**

NO	DEBTOR	COUNTERPARTY	DESCRIPTION OF CONTRACT	DATE
1	Loehmann's Operating Co.	Angstrom Graphics / Austin Printing Co, Inc.	Non-Offset Agreement Printing contract - 9/23/05	Prior to the Petition Date
2	Loehmann's Operating Co.	SHC Direct, LLC	Managing Insider Club Gold Card Membership Renewal Payment Website - signed 4/26/10	04/01/10
3	Loehmann's Inc.	SHC Direct, LLC	Customer database support	04/01/09
4	Loehmann's Operating Co.	Alix Partners, LLP	Confidentially Agreement	06/03/10
5	Loehmann's Operating Co.	Epstein Becker & Green, PC	Counsel assistance with closing 15 stores	09/14/10
6	Loehmann's Capital Corp.	First Islamic Investment Capital Limited Loehmann's Operating Co. FIIA Limited Loehmann'ts Holdings, Inc. Loehmann's, Inc. Loehmann's Real Estate Holdings, Inc.	Share Call Option Agreement	10/13/04
7	Loehmann's Capital Corp.	Jeffries & Co., Inc.; Loehmann's Operating Co.	Purchase Assistance Agreement	10/13/04
8	Loehmann's Funding Corp	The CIT Group/Business Credit, Inc. as agent, GSS Contract Services VI, Inc.	Borrower Pledge Agreement	10/13/04
9	Loehmann's Inc.	Crown Credit Company	Lease Schedule Lift Truck - 3 Wheel Sit Down - Crown SC4520-35TT-208, SN: 9A160851 Deka Battery 18-D85-17, SN: 3861AR Hobart Charger, 750M1-18, SN: 104CS13182	11/6/08
10	Loehmann's Inc.	Crown Credit Company	Lease Schedule Reach Truck - Crown RR5210-35TT-210 SN: 1A339986 Deka Battery 12-D125-13, SN: 3896CR Hobart Charger 750M1-12, SN:402CS02723	11/6/08
11	Loehmann's Inc.	Wells Fargo Financial Leasing	Single Sided Lease Agreement Crown Forklift - PE4500-60, SN: 6A276900 w/Battery & Charger, SN: 1005ES & 106CS36856	7/5/10
12	Loehmann's Inc.	BDO Seidman	401K Audit Services	12/31/08
13	Loehmann's Inc.	Con Edison Solutions	Utility Audit	09/23/10
14	Loehmann's Inc.	Ernst & Young	Engagment Letter	08/26/08
15	Loehmann's Inc.	Price Waterhouse Coopers	Income Tax filing	02/03/08
16	Loehmann's	Cord Moving & Storage Co., Inc	Test Agreement Program APN & Contract Employee Relocating Service	05/05/10
17	Loehmann's Inc.	Logan & Company, Inc.	Consulting & computer software support agreement in support of reporting/management requirements of bankruptcy administration process - signed 6/14/99	06/14/99
18	Loehmann's Inc.	BMW Financial Services	Car Lease - 2010 BMW M3 VIN #WBSWL93569P332504	08/05/09

**EXECUTORY CONTRACT LIST  
EXHIBIT 1  
CONTRACTS TO BE REJECTED**

19	Loehmann's Inc.	Arcapita, Inc.	Telecommunications	10/20/08
20	Loehmann's	Broadleaf Equalogic	Equalogic Hardware Storage Support	12/30/09
21	Loehmann's Operating Co.	Intuit Information Technology Solutions	Technical Support	05/06/05
22	Loehmann's Operating Co.	Karabus Management Inc.	PRICE Markdown Optimization software - consulting services	Prior to the Petition Date
23	Loehmann's	NCR / GE Capital	Multiple lease agreements for POS Registers	03/25/04
24	Loehmann's Inc.	Oracle	Oracle Renewal dated 4/25/2007	05/01/09
25	Loehmann's Operating Co.	ProfitLogic (same as Oracle)	Confidentiality Agreement	06/03/04
26	Loehmann's Operating Co.	Gorski, Inc	Vendor Buy	08/30/10
27	Loehmann's Operating Co.	ABM	Janitorial Service Agreement	12/17/01
28	Loehmann's Operating Co.	ABM	Janitorial Service Agreement	12/17/01
29	Loehmann's Operating Co.	ABM	Janitorial Service Agreement	12/17/01
30	Loehmann's Inc.	Accurate Air Systems	Air Conditioning & Heating Service agreement - signed 5/3/01	05/03/01
31	Loehmann's Operating Co.	Accurate Air Systems	Air Conditioning & Heating Service agreement	05/30/01
32	Loehmann's	American Building Maintenance Co.	Janitorial Service	03/23/05
33	Loehmann's Inc.	Bennett Mechanical Services, Inc.	Preferred Service and Maintenance Agreement	06/01/03
34	Loehmann's Inc.	Bennett Mechanical Services, Inc.	Preferred Service and Maintenance Agreement	06/01/03
35	Loehmann's Inc.	Bennett Mechanical Services, Inc.	Preferred Service and Maintenance Agreement	06/01/03
36	Loehmann's	Biscayne Air Conditioning, Inc.	Air Conditioning service agreement - signed 5/3/01	05/01/01
37	Loehmann's	Biscayne Air Conditioning, Inc.	Air Conditioning service agreement - signed 5/3/01	08/01/01
38	Loehmann's Operating Co.	Biscayne Air Conditioning, Inc.	HVAC	12/10/07
39	Loehmann's Operating Co.	Biscayne Air Conditioning, Inc.	HVAC	05/03/01
40	Loehmann's Operating Co.	Biscayne Air Conditioning, Inc.	HVAC	03/02/10
41	Loehmann's Operating Co.	Biscayne Air Conditioning, Inc.	HVAC	11/28/07
42	Loehmann's Inc.	Brea Maintenance Company	Janitorial Service Agreement	05/21/06
43	Loehmann's Inc.	Brea Maintenance Company	Janitorial Service Agreement	05/21/06
44	Loehmann's Inc.	Brea Maintenance Company	Janitorial Service Agreement	06/28/04
45	Loehmann's	Capital Contractors, Inc.	Cleaning Services and Facilities management	11/18/10
46	Loehmann's	Capital Contractors, Inc.	Cleaning Services and Facilities management	11/18/10
47	Loehmann's	Capital Contractors, Inc.	Cleaning Services and Facilities management	11/18/10
48	Loehmann's	Capital Contractors, Inc.	Cleaning Services and Facilities management	11/18/10
49	Loehmann's	Capital Contractors, Inc.	Cleaning Services and Facilities management	11/18/10
50	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	01/15/10
51	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	01/15/10
52	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	10/09/07
53	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	05/01/09
54	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	06/11/08

**EXECUTORY CONTRACT LIST  
EXHIBIT 1  
CONTRACTS TO BE REJECTED**

55	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	03/19/08
56	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	03/14/08
57	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	03/14/08
58	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	11/02/07
59	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	07/16/07
60	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	04/19/07
61	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	04/19/07
62	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	09/27/06
63	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	01/01/06
64	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	05/11/06
65	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	08/09/05
66	Loehmann's Operating Co.	Capital Contractors, Inc.	Cleaning Services and Facilities management	Prior to the Petition Date
67	Loehmann's Inc.	Clean Master Service, Inc	Cleaning Service contract dated 6/22/1998	07/01/98
68	Loehmann's	Coastal Building Maintenance	Building maintenance - signed 4/26/07	05/01/07
69	Loehmann's	Coastal Building Maintenance	Building maintenance - signed 11/2/06	11/20/06
70	Loehmann's	Coastal Building Maintenance	Building maintenance - signed 4/1/99	04/01/99
71	Loehmann's	Coastal Building Maintenance	Building maintenance - signed 4/1/99	04/01/99
72	Loehmann's	Colin Service Systems, INC	Housekeeping- Day Service	03/01/03
73	Loehmann's	Colin Service Systems, INC	Housekeeping- Night Service	03/01/01
74	Loehmann's	Colin Service Systems, INC	Housekeeping- Night Cleaning	05/01/03
75	Loehmann's	Colin Service Systems, INC	Housekeeping- Day Porter	05/01/03
76	Loehmann's	Colin Service Systems, INC	Housekeeping- day Matron	05/01/03
77	Loehmann's	Colin Service Systems, INC	Housekeeping, window cleaning, carpet care	05/25/01
78	Loehmann's	Colin Service Systems, INC	Housekeeping, window cleaning, carpet care	05/25/01
79	Loehmann's	Colin Service Systems, INC	Housekeeping, window cleaning, carpet care	05/25/01
80	Loehmann's Inc.	Consolidated Maintenance Solutions	Preventive Maintenance (heat and cooling)	01/30/09
81	Loehmann's Operating Co.	Daniel B Katz & Associates Corp (Katz & Associates)	Real Estate Consulting	01/27/10
82	Loehmann's Inc.	Daniel B Katz & Associates Corp (Katz & Associates)	Real Estate consulting agreement	12/31/09
83	Loehmann's	Demand Air	HVAC Maintenance	02/09/09
84	Loehmann's	Eastern Essential Services	Cleaning contract signed on 11/6/2007	11/06/07
85	Loehmann's	Eastern Essential Services	Cleaning Service	03/01/07
86	Loehmann's	Frontier Mechanical, Inc.	Mechanical maintenance agreement - signed 11-11-02	10/01/02
87	Loehmann's	Horizon National Contract Services, LLC	Housekeeping	10/03/05
88	Loehmann's Inc.	Horizon National Contract Services, LLC	Housekeeping	02/21/05
89	Loehmann's Inc.	Horizon National Contract Services, LLC	Housekeeping	04/01/05
90	Loehmann's Inc.	Horizon National Contract Services, LLC	Housekeeping	05/01/05
91	Loehmann's Operating Co.	Jag Air	HVAC	12/10/07
92	Loehmann's Inc.	Jani-King	Cleaning Service	06/01/10
93	Loehmann's	Kellermeyer Building Services, LLC		05/20/07
94	Loehmann's	Kellermeyer Building Services, LLC	Cleaning contract - signed 10/20/06	10/06/06

**EXECUTORY CONTRACT LIST  
EXHIBIT 1  
CONTRACTS TO BE REJECTED**

95	Loehmann's Operating Co.	Maintenance Systems Management Inc.	Cleaning Services	08/01/08
96	Loehmann's Operating Co.	Maintenance Systems Management Inc.	Cleaning Services	08/01/08
97	Loehmann's Operating Co.	Maintenance Systems Management Inc.	Cleaning Services	08/01/08
98	Loehmann's Operating Co.	Maintenance Systems Management Inc.	Cleaning Services	08/01/08
99	Loehmann's Operating Co.	Maintenance Systems Management Inc.	Cleaning Services	08/01/08
100	Loehmann's Operating Co.	Maintenance Systems Management Inc.	Cleaning Services	08/01/08
101	Loehmann's Operating Co.	Mechanical Inc	HVAC	11/20/09
102	Loehmann's Holdings Inc.	National Services, Inc.	Maintenance Agreement	03/24/05
103	Loehmann's Holdings Inc.	National Services, Inc.	Maintenance Agreement	03/24/05
104	Loehmann's Holdings Inc.	National Services, Inc.	Maintenance Agreement	03/24/05
105	Loehmann's Holdings Inc.	National Services, Inc.	Maintenance Agreement	03/24/05
106	Loehmann's Holdings Inc.	National Services, Inc.	Maintenance Agreement	03/24/05
107	Loehmann's Holdings Inc.	National Services, Inc.	Maintenance Agreement	03/24/05
108	Loehmann's Operating Co.	National Services, Inc.	HVAC Maintenance Agreement	Prior to the Petition Date
109	Loehmann's	Nestle Waters North America, Inc.	Water Cooler	08/01/07
110	Loehmann's	Nestle Waters North America, Inc.	Water Cooler	08/21/07
111	Loehmann's Holdings Inc.	On-Target Maintenance	Cleaning Service	07/01/08
112	Loehmann's Holdings Inc.	On-Target Maintenance	Cleaning Service	02/18/08
113	Loehmann's Holdings Inc.	On-Target Maintenance	Cleaning Service	09/19/07
114	Loehmann's Holdings Inc.	On-Target Maintenance	Cleaning Service	08/18/07
115	Loehmann's	Otis Elevator Company	Preventive Maintenance Agreement	01/01/03
116	Loehmann's Holdings Inc.	Pacific Air	Maintenance Agreement	12/01/09
117	Loehmann's Holdings Inc.	Pacific Air	Maintenance Agreement	12/01/09
118	Loehmann's	Pacific Air	Heating and cooling maintenance	04/04/03
119	Loehmann's	Pacific Air	Preventative maintenance agreement - signed 5-3-01	12/09/10
120	Loehmann's Inc.	Presidential Service Industries, Inc	Cleaning Service	04/21/03
121	Loehmann's Inc.	Presidential Service Industries, Inc	Cleaning Service	08/01/03
122	Loehmann's Holdings Inc.	Responsive Services	Maintenance Agreement	03/24/05
123	Loehmann's	SouthCoast Heating and Air Conditioning	Preventative Maintenance Agreement; signed 5/3/01	06/01/01

**EXECUTORY CONTRACT LIST  
EXHIBIT 1  
CONTRACTS TO BE REJECTED**

124	Loehmann's Holdings Inc.	Southwest National, Inc.	HVAC Maintenance Agreement signed 3/24/05	03/24/05
125	Loehmann's Inc.	Terminix	Pest Control	06/19/01
126	Loehmann's Inc.	Terminix	Pest Control	06/19/01
127	Loehmann's Inc.	Terminix	Pest Control	06/19/01
128	Loehmann's Inc.	Terminix	Pest Control	06/19/01
129	Loehmann's Operating Co.	Twilight Supply and Services, LLC	Cleaning contract signed on 2/28/2010	02/01/10
130	Loehmann's	Ultimate Services, Inc	Cleaning Service	01/01/06
131	Loehmann's	Ultra Building Services	Janitorial Service Agreement	06/01/08
132	Loehmann's	Ultra Building Services	Janitorial Service Agreement	06/01/08
133	Loehmann's	Walker's Janitorial Services	Cleaning contract	11/01/00
134	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
135	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
136	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
137	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
138	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
139	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
140	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
141	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
142	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
143	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
144	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
145	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
146	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date

**EXECUTORY CONTRACT LIST  
EXHIBIT 1  
CONTRACTS TO BE REJECTED**

147	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
148	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
149	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
150	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
151	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
152	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
153	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
154	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
155	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
156	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
157	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
158	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
159	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
160	Loehmann's	Waste Management of NJ	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date
161	Loehmann's Operating Co.	Waste Management of NJ - All Termed	Waste collection/transportation/disposal/recycling.	Prior to the Petition Date
162	Loehmann's Operating Co.	Waste Management of NJ - All Termed	Waste collection/transportation/disposal/recycling.	Prior to the Petition Date
163	Loehmann's Operating Co.	Waste Management of NJ - All Termed	Waste collection/transportation/disposal/recycling.	Prior to the Petition Date
164	Loehmann's Operating Co.	Waste Management of NJ - All Termed	Waste collection/transportation/disposal/recycling.	Prior to the Petition Date
165	Loehmann's Operating Co.	Waste Management of NJ - All Termed	Waste collection/transportation/disposal/recycling.	Prior to the Petition Date
166	Loehmann's Operating Co.	Waste Management of NJ - All Termed	Waste collection/transportation/disposal/recycling.	Prior to the Petition Date
167	Loehmann's Operating Co.	Waste Management of NJ - All Termed	Waste collection/transportation/disposal/recycling.	Prior to the Petition Date
168	Loehmann's Operating Co.	Waste Management of NJ - All Termed	Waste collection/transportation/disposal/recycling.	Prior to the Petition Date
169	Loehmann's	Waste Management of NJ - All Termed	Waste collection/transportation/disposal/recycling - signed 5-3-02	Prior to the Petition Date

**EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 2**  
**LEASES TO BE REJECTED**

<b>NO.</b>	<b>DEBTOR</b>	<b>COUNTERPARTY</b>	<b>DATE</b>	<b>DESCRIPTION OF CONTRACT</b>
1	Loehmann's Operating Co.	Lincoln View Plaza	03/31/11	Phoenix Store Lease (#52)
2	Loehmann's Real Estate Holdings, Inc.	Sher Five Points	9/30/14	Huntington Beach Store Lease (#75)
3	Loehmann's Real Estate Holdings, Inc.	211 Sutter Street Partners LP Unit 044(Baywood Capital Management)	2/29/20	San Francisco - Shoe/Men's Store Lease (#110)
4	Loehmann's Operating Co.	Paseo Colorado Holdings LLC	1/31/15	Pasadena Store Lease (#149)
5	Loehmann's Operating Co.	Bevcon I LLC	01/31/19	Beverly Connection Store Lease (#180)



## **Exhibit D**

Assumed Executory Contract and Unexpired Lease

TOGUT, SEGAL & SEGAL LLP  
One Penn Plaza  
Suite 3335  
New York, New York 10119  
(212) 594-5000  
Frank A. Oswald  
Brian F. Moore  
Lara R. Sheikh

Counsel to the  
Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re:	: Chapter 11
	: :
LOEHMANN'S HOLDINGS, INC., <i>et al.</i> ,	: Case No. 10-16077 [REG]
	: :
Debtors.	: (Jointly Administered)
	: :
-----X	

**NOTICE OF FILING OF THE  
ASSUMED EXECUTORY CONTRACT AND  
UNEXPIRED LEASE SCHEDULE OF THE PLAN SUPPLEMENT**

The debtors and debtors in possession in the above-captioned cases (collectively, "Loehmann's" or the "Debtors"),<sup>1</sup> hereby file their Notice of Filing ("Notice of Filing") of the Assumed Executory Contract And Unexpired Lease Schedule<sup>2</sup> of the Plan Supplement<sup>3</sup> pursuant to sections 365 and 1123 of title 11 of the

<sup>1</sup> The Debtors are the following entities: Loehmann's Holdings, Inc., Loehmann's, Inc., Loehmann's Real Estate Holdings, Inc., Loehmann's Operating Co., and Loehmann's Capital Corp.

<sup>2</sup> Unless otherwise noted, capitalized terms not defined herein shall have the meanings ascribed to such terms in the Plan.

<sup>3</sup> Under the Plan, the "Plan Supplement" means the compilation of documents and forms of documents, schedules and exhibits to be Filed on the Plan Supplement Filing Date, as amended, modified or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and the Bankruptcy Rules, comprising, without limitation, the following documents: (a) a commitment letter from one or more lenders to provide the Exit Facility; (b) the list of the Employee-Related Programs; (c) the Rejected Executory Contract and Unexpired Lease Schedule; (d) the Assumed Executory Contract and Unexpired Lease Schedule; (e) a schedule of Compensation and Benefits Programs to be rejected, if any; (f) the Amended and Restated Certificate of Incorporation; (g) the Amended and Restated Bylaws; (h) a schedule of the Debtor Causes of Action to be retained by the Reorganized Debtors; (i) the identity of the Reorganized Debtors' officers; (j) the identity of the members of the New Board; (k) a certificate of designation for the New Convertible Preferred Stock; and (l) the New Shareholders' Agreement; provided, that, all of the schedules, lists, agreements and documents included in the Plan Supplement shall be in form and substance satisfactory to each of the Backstop Parties in its sole discretion.

United States Code (the “Bankruptcy Code”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) under the Debtors’ Second Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated January 7, 2011 (as amended from time to time and including all exhibits and supplements thereto, the “Plan”).

1. On November 15, 2010 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Debtors continue to manage and operate their businesses as debtors in possession under Code sections 1107 and 1108.

2. On January 7, 2011, the Bankruptcy Court entered an order [Docket No. 268] approving, *inter alia*, the disclosure statement for the Debtors’ Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 281] (as amended from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”), as containing adequate information, as required under section 1125(a) of the Bankruptcy Code, and authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan. A hearing to confirm the Plan will commence on February 7, 2011 at 9:45 a.m. prevailing Eastern Time.

3. Pursuant to Article V.A. of the Plan, each of the Debtors’ Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date unless such Executory Contract or Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) is identified on the Rejected Executory Contract and Unexpired Lease Schedule, which such list shall be included in the Plan Supplement; (3) is the subject of a separate motion or notice to reject filed by the Debtors on or before the filing of the Rejected Executory Contracts and Unexpired Lease Schedule or (4) previously expired or terminated pursuant to its own terms.

4. Accordingly, as part of the Plan Supplement, the Debtors are filing the Assumed Executory Contract and Unexpired Lease Schedule, annexed hereto, which identifies the Executory Contracts and Unexpired Leases<sup>4</sup> to be assumed by the Debtors pursuant to the Plan and includes any amounts of Cure<sup>5</sup> to be paid in

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<sup>4</sup> The Debtors will provide each non-debtor counterparty to an Executory Contract and Unexpired Lease that is included in the Assumed Executory Contract and Unexpired Lease Schedule of the Plan Supplement with a customized exhibit annexed to the Notice of Filing, which specifically identifies the Executory Contract or Unexpired Lease, and the proposed Cure. Counterparties will also be able to review the Assumed Executory Contract And Unexpired Lease Schedule of the Plan Supplement in its entirety free of charge by accessing visiting the Debtors’ restructuring website at: <http://www.kccllc.net/loehmanns>; and/or writing to Loehmann’s Holdings, Inc., c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, California 90245.

<sup>5</sup> Under the Plan, “Cure” means the payment of Cash by the applicable Debtors, or the distribution of other property (as the applicable Debtors and the counterparty to the Executory Contract or Unexpired Lease may agree or the Bankruptcy Court may order), as necessary to (a) cure a monetary default by the Debtors in accordance with the terms of an Executory Contract or Unexpired Lease of the Debtors and (b) permit the Debtors to assume such Executory Contract or Unexpired Lease under sections 365 and 1123 of the Bankruptcy Code.

connection therewith. Any provisions or terms of the Debtors' Executory Contracts or Unexpired Leases to be assumed pursuant to the Plan that are, or may be, alleged to be in default, shall be satisfied solely by Cure or by an agreed-upon waiver of Cure.

5. Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions of such Executory Contracts and Unexpired Leases set forth in the Assumed Executory Contract and Unexpired Lease Schedule. Unless otherwise indicated, all assumptions of such Executory Contracts and Unexpired Leases are effective as of the Effective Date of the Plan.

6. Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption or the related Cure amount must be filed, served and actually received by the Debtors not later than seven (7) calendar days after the date hereof.

**7. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or the Cure amount will be deemed to have assented to, and will forever be barred from contesting, such assumption or such Cure amount. The Reorganized Debtors also may settle any Cure without further notice to or action, order, or approval of the Bankruptcy Court.**

8. If any counterparty to an Executory Contract or Unexpired Lease objects to any proposed Cure or any other matter related to assumption, the Bankruptcy Court shall determine the allowed amount of such Cure and any related issues. If there is a dispute regarding such Cure, the ability of the applicable Debtor or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the applicable Debtor or Reorganized Debtor, and the counterparty to the Executory Contract or Unexpired Lease.

**9. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.**

10. The Debtors or Reorganized Debtors, as applicable, reserve the right, either to reject or nullify the assumption of any Executory Contract or Unexpired Lease no later than thirty days after a Final Order determining the Cure or any request for adequate assurance of future performance required to assume such Executory Contract or Unexpired Lease.

11. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

12. The listing of any contract or lease herein is not an admission that such contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are expressly reserved. The Debtors also reserve the right to amend, modify or supplement the Assumed Executory Contract and Unexpired Lease Schedule with the consent of each Backstop Party and the amount of any proposed Cure as permitted by the Plan.

13. Each Executory Contract and Unexpired Lease to be assumed or pursuant to the Plan includes all modifications, amendments, addenda, exhibits and supplements that affect such Executory Contract or Unexpired Lease. A proposed Cure amount may be listed on the exhibits on an agreement-by-agreement basis or in the aggregate for multiple agreements.

**14. If you agree with the proposed Cure indicated and otherwise do not object to the Debtors' proposed assumption and assignment, where applicable, of a Executory Contract or Unexpired Lease, you are not required take any further action.**

15. Objections, if any, to the assumption and assignment of a Contract or Lease to be included on the Assumed Executory Contract and Unexpired Lease List or the proposed Cure (in each instance, the "Objection") must be in writing and filed with the Bankruptcy Court. An Objection must specify the parties to the particular contract or lease, the defaults and any actual losses resulting from the defaults, and the legal basis for such objection, if any.

16. An Objection will be deemed timely filed only if the Objection is actually received on or before January 25, 2011 at 4:00 pm (the "Objection Deadline") by the Bankruptcy Court at the following address:

Honorable Robert E. Gerber  
United States Bankruptcy Court  
for the Southern District of New York  
United States Custom House  
One Bowling Green  
Chambers Room 621  
New York, New York 10004

In addition, an Objection will be deemed timely served only if a copy of the Objection is actually received on or before the Objection Deadline by the Debtors' attorneys:

TOGUT, SEGAL & SEGAL LLP  
Counsel for the Debtors and  
Debtors in Possession  
One Penn Plaza, Suite 3335  
New York, New York 10119  
Attn: Frank A. Oswald, Esq.  
Brian F. Moore, Esq.

**FAILURE TO FILE A TIMELY OBJECTION IN ACCORDANCE WITH THE FOREGOING SHALL BE DEEMED CONSENT TO THE ASSUMPTION AND ASSIGNMENT OF THE CONTRACTS AND LEASES BY THE DEBTORS, AND TO THE CURE AMOUNT SPECIFIED IN THE ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE SCHEDULE, AND SUCH PARTY SHALL BE FOREVER BARRED FROM OBJECTING TO THE CURE AMOUNTS OR SUCH ASSUMPTION AND ASSIGNMENT AND FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS AGAINST THE DEBTORS.**

17. This Notice of Filing is being provided in accordance with the Order establishing certain notice, case management and administrative procedures entered in these Chapter 11 cases, dated November 17, 2010 [Docket No. 57], and is being served upon each of the parties to the Executory Contracts and Unexpired Lease set forth on the exhibits hereto. The Debtors submit that no other or further notice is necessary.

Dated: New York, New York  
January 18, 2011

TOGUT, SEGAL & SEGAL LLP  
Counsel for the  
Debtors and Debtors in Possession  
By:

/s/ Frank A. Oswald  
FRANK A. OSWALD  
BRIAN F. MOORE  
One Penn Plaza, Suite 3335  
New York, New York 10119  
(212) 594-5000

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 1**  
**CONTRACTS TO BE ASSUMED**

NO.	DEBTOR	COUNTERPARTY	DATE	DESCRIPTION OF CONTRACT	CURE AMOUNT
1	Loehmann's Inc.	Burson-Marsteller, LLC	09/08/10	Mutual Nondisclosure Agreement	\$0.00
2	Loehmann's Inc.	Burson-Marsteller, LLC	09/09/10	Public Relations Agreement	\$37,709.67
3	Loehmann's Operating Co.	Cardlytics., Inc.	12/08/10	Confidentiality Agreement	\$0.00
4	Loehmann's Operating Co.	Citicorp Credit Services	08/11/10	Promotional Offer Agreement	\$0.00
5	Loehmann's Operating Co.	Citicorp Credit Services, Inc.	07/16/10	Confidentiality Agreement	\$0.00
6	Loehmann's Operating Co.	E dialog, Inc.	08/31/09	E- dialog Master Services Agreement	\$37,109.42
7	Loehmann's Operating Co.	eFashion Solutions, Inc.	04/20/07	Non-Disclosure Agreement	\$0.00
8	Loehmann's Operating Co.	FTD.COM, Inc.	10/06/09	Loehmann's Insider Club	\$0.00
9	Loehmann's Operating Co.	L.A. Fitness International, LLC	11/02/10	Marketing	\$0.00
10	Loehmann's Operating Co.	NMA Entertainment & Marketing / Bottlerocket	06/01/09	Confidentiality Agreement	\$0.00
11	Loehmann's Inc.	NMA Entertainment & Marketing / Bottlerocket	01/01/10	Marketing	\$0.00
12	Loehmann's Operating Co.	Path Interactive, Inc	12/16/09	Confidentiality Agreement	\$2,706.72
13	Loehmann's Operating Co.	Rapleaf	06/01/10	Confidentiality Agreement	\$0.00
14	Loehmann's Operating Co.	Restaurant.com	10/12/09	Marketing	\$0.00
15	Loehmann's Operating Co.	SHC Direct	11/01/08	Confidentiality Agreement	\$0.00
16	Loehmann's Operating Co.	SmartReply, Inc.	01/12/09	Customer calling/web/text messaging/customized	\$7,857.76
17	Loehmann's Operating Co.	TARGUSinfo	12/29/05	Targus Info Services Agreement- 2005	\$12,017.79
18	Loehmann's Operating Co.	Tribune Media Net	11/06/08	Confidentiality Agreement	\$0.00
19	Loehmann's Operating Co.	American Express Travel Related Services	12/3/09	Confidentially Agreement	\$0.00
20	Loehmann's Operating Co.	Clear Thinking Group LLC	10/29/10	Financial Advisory Services - supplemental agreement	\$0.00
21	Loehmann's Holdings Inc.	Conway, Del Genio, Gries & Co., LLC Gibson, Dunn & Crutcher LLP Whippoorwill Associates, Inc.	9/29/10	Engagement Letter	\$0.00
22	All Loehmann's entities	Conway, Delgenio, Gries & CO LLC	11/5/10	Attorney Engagement letter/confidentially agreement	\$0.00
23	Loehmann's Operating Co.	Gordon Brothers Group, LLC	8/9/10	Confidentiality Agreement	\$0.00
24	Loehmann's Operating Co.	Great American Group	6/30/10	Confidentiality Agreement	\$0.00

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 1**  
**CONTRACTS TO BE ASSUMED**

NO.	DEBTOR	COUNTERPARTY	DATE	DESCRIPTION OF CONTRACT	CURE AMOUNT
25	Loehmann's Holdings Inc.	Istithmar Retail Investments Designer Apparel Holding Company Minority Securityholders of Loehmann's Holdings Inc. Securityholders of Designer Apparel Holding Company DAH Holdings Ltd as Seller Representative	05/15/06	Stock Purchase Agreement	\$0.00
26	Loehmann's Holdings Inc.	Istithmar Retail Investments Designer Apparel Holding Company Minority Securityholders of Loehmann's Holdings Inc. Securityholders of Designer Apparel Holding Company DAH Holdings Ltd as Seller Representative	07/17/06	Amendment to Stock Purchase Agreement	\$0.00
27	Loehmann's Holdings Inc.	Istithmar World PJSC Istithmar Retail Investments Designer Apparel Holding Company	6/14/10	Common Interest and Confidentiality Agreement	\$0.00
28	Loehmann's Holdings Inc. et al	Kurtzman Carson Consultants, LLC	10/29/10	Services Agreement-Claims Agent	\$0.00
29	Loehmann's Operating Co.	Mr Arnold Simon	9/9/09	Confidentiality Agreement	\$0.00
30	Loehmann's Inc.	Perella Weinberg Partners	11/1/10	Engagement Letter	\$0.00
31	Loehmann's Inc.	Perella Weinberg Partners	11/1/10	Engagement Letter	\$0.00
32	Loehmann's Inc.	Perella Weinberg Partners LP	6/2/10	Confidentiality Agreement	\$0.00
33	Loehmann's Inc.	Retail Ventures, Inc	8/13/08	Confidentiality Agreement	\$0.00
34	Loehmann's Holdings Inc.	Ropes and Gray, LLP	11/3/10	Retainer Agreement	\$0.00
35	Loehmann's Operating Co.	SAS Institute Inc	9/9/08	Confidentiality Agreement	\$0.00
36	Loehmann's Operating Co.	Schlesinger Associates & The Research House	8/19/08	Confidentiality Agreement	\$0.00
37	Loehmann's Operating Co.	The TJX Companies, Inc.	7/22/10	Confidentiality Agreement	\$0.00



**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 1**  
**CONTRACTS TO BE ASSUMED**

NO.	DEBTOR	COUNTERPARTY	DATE	DESCRIPTION OF CONTRACT	CURE AMOUNT
38	Loehmann's Holdings Inc. et al	Togut, Segal & Segal LLP	6/3/10	Retention Letter Agreement	\$0.00
39	Loehmann's Holdings Inc.	Togut, Segal & Segal LLP	11/3/09	Outside Counsel	\$0.00
40	Loehmann's Holdings Inc.	Togut, Segal & Segal LLP	11/12/10	Retainer Agreement	\$0.00
41	Loehmann's Holdings Inc.	Togut, Segal & Segal LLP	10/21/10	Retainer Agreement	\$0.00
42	Loehmann's Operating Co.	Troutman Sanders LLP	11/8/10	Legal Representation Agreement	\$0.00
43	Loehmann's Operating Co.	Urbanbloke LLC	10/15/10	Confidentiality Agreement	\$0.00
44	Loehmann's Holdings Inc.	Whippoorwill Associates, Inc.	9/2/10	Confidentiality Agreement	\$0.00
45	Loehmann's Operating Co.	ADT Security Systems, Inc.	8/2/10	DC Annex Alarm Contract	\$4,116.74
46	Loehmann's Operating Co.	ADT Security Systems, Inc.	8/17/10	DC Main Alarm Contract	\$30,600.55
47	Loehmann's Inc.	AFA Protective systems	11/20/07	DC Fire Monitoring	\$1,935.08
48	Loehmann's Inc.	CIT Technology Financing Services, Inc	4/17/07	CIT Lease Agreement - DC Xerox Copiers (2) CC123 & CC275 w/office finisher	\$1,368.35
49	Loehmann's Inc.	CIT Technology Financing Services, Inc	5/30/07	CIT Lease Agreement - DC Xerox Copier (1) CC123	\$2,185.20
50	Loehmann's Inc.	Crown Credit / Wells Fargo	Prior to the Petition Date	Lease Summary detail for 13 pieces of power equipment for the DC.	\$739.13
51	Loehmann's Inc.	Crown Credit Company	2/6/08	Lease Schedule (2) Lift Trucks - 3 Wheel Sit Down - Crown SC4520-35TT-208, SN: 9A156459 & 9A156460 (2) Deka Batteries 18-D85-17, SN: 4921LQ & 4922LQ	\$0.00
52	Loehmann's Inc.	Crown Credit Company	1/16/07	Lease Schedule Lift Truck - 3 Wheel Sit Down - Crown SC4520-35TT-208, SN: 9A147796 Deka Battery 18-D85-17, SN: 5097JP Ametek Charger 750M1-18, SN: 406CS46109	\$0.00
53	Loehmann's Inc.	Crown Credit Company	1/6/08	Lease Schedule Lift Truck - 3 Wheel Sit Down - Crown SC4520-35TT-208, SN: 9A155258 Deka Battery 18-D85-17, SN: 4164GQ Ametek Charger 750M1-18, SN: 307CS56985	\$0.00
54	Loehmann's Inc.	Crown Credit Company	1/6/09	Lease Schedule w/ Purchase Option Rider Taylor-Dunn - RO-380-36 Serial #178995	\$2,364.52

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 1**  
**CONTRACTS TO BE ASSUMED**

NO.	DEBTOR	COUNTERPARTY	DATE	DESCRIPTION OF CONTRACT	CURE AMOUNT
55	Loehmann's Inc.	Crown Credit Company	11/6/08	Lease Schedule Walkie Rider - Crown PE-4500-60, 27x48 SN: 6A263139 Deka Battery 12-D85-12, SN: 2811HR Hobart Charger 510M1-12, SN: 303CS10015	\$0.00
56	Loehmann's Inc.	Crown Credit Company	11/6/08	Lease Schedule Walkie Rider - Crown PE-4500-60 27x48 SN: 6A246521 Deka Battery 12-D85-13, SN: 3238HR Hobart Charger 510M1-12, SN: 303CS09346	\$0.00
57	Loehmann's Operating Co.	PLG/DSJ Acquisition, Inc.	7/27/09	Warehouse Storage Agreement	\$0.00
58	Loehmann's Operating Co.	Retailers & Manufacturers Distribution Service, Inc.	11/16/98	Operating warehousing and distribution centers	\$260,828.71
59	Loehmann's Inc.	Wells Fargo Financial Leasing	3/30/10	Single Sided Lease Agreement Crown Forklift - RR5225, SN: 1A339923 Deka Battery 18-125-13, SN: 4726LS Saft Charger SMC 18-1-750, SN: 181075009101301	\$0.00
60	Loehmann's Inc.	Wells Fargo Financial Leasing	7/9/10	Single Sided Lease Agreement (2) Crown Forklifts - PE4500 w/ Batteries SN: 6A276901 & 6A276902	\$0.00
61	Loehmann's Inc.	Xerox Corporation	4/17/07	Maintenance Agreement - DC Xerox Copiers CC123 & CC275	\$0.00
62	Loehmann's Inc.	Xerox Corporation	5/30/07	Maintenance Agreement - DC Xerox Copier CC123	\$0.00
63	Loehmann's Operating Co.	ADP, Inc.	1/4/02	Outsourcing for HR, Benefits, and Payroll - signed 12/18/01	\$48,643.96
64	Loehmann's Operating Co.	ADP, Inc.	3/19/10	Payroll	\$0.00
65	Loehmann's Operating Co.	American Express Travel Related Services Company, Inc.	10/15/04	AMEX card acceptance agreement - 10/15/04 Amendment - Feb 2005	\$0.00
66	Loehmann's Holdings Inc.	Bank Of America	12/18/09	Blocked Account Agreement - Treasury Management Services	\$0.00
67	Loehmann's Operating Co.	Crown Retail Services LLC	8/17/10	Confidentiality Agreement	\$0.00
68	Loehmann's Operating Co.	Crystal Financial LLC	9/15/10	Credit agreement - 9/15/10	\$0.00
69	Loehmann's Inc.	Crystal Financial LLC	7/12/10	Confidentiality Agreement - 7/12/10	\$0.00
70	Loehmann's Operating Co.	Discover Card Services, Inc	3/6/88	Credit card services	\$0.00

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 1**  
**CONTRACTS TO BE ASSUMED**

NO.	DEBTOR	COUNTERPARTY	DATE	DESCRIPTION OF CONTRACT	CURE AMOUNT
71	Loehmann's Inc.	Equifax - check services	5/8/98	Machine	\$0.00
72	Loehmann's Capital Corp.	GSS Contract Services	10/13/04	Administrative Services	\$0.00
73	Loehmann's Holdings Inc.	Iron Mountain	8/1/06	Document Shredding	\$1,391.98
74	Loehmann's Operating Co.	PNC C/O First Data Merchant Services Corp	3/26/98	Credit Card Agreement (Amendment to Merchant processing Agreement)	\$0.00
75	Loehmann's Operating Co.	RGIS, LLC	9/1/10	RGIS Inventory Contract	\$0.00
76	Loehmann's Operating Co.	Stored Value Systems In	3/15/04	Services Agreement dated 3/20/01 Amendment dated 3/15/04 Card production and processing	\$0.00
77	Loehmann's Inc. / Operating Co.	Synapse	10/15/08	Synapse Magazine Subscription Service Agreement signed on 9/23/2008	\$0.00
78	Loehmann's Holdings Inc.	Thompson Reuters - Tax Stream	8/27/07	Tax Provision Software & Support	\$0.00
79	Loehmann's Operating Co.	Intalytics, Inc	7/18/08	Confidentiality Agreement	\$0.00
80	Loehmann's Inc.	Marsh USA Inc.	1/1/10	Non-Disclosure Agreement - 1/10	\$0.00
81	Loehmann's Operating Co.	Parallax Education, LLC	2/10/06	Shades of Harassment Awareness Training - signed 2/10/06	\$1,250.00
82	Loehmann's Inc.	San Fran HRA	4/8/09	SF HRA Services Agreement Amendment No. 2	\$0.00
83	Loehmann's Inc.	Acura Financial Services	2/19/08	Car Lease - 2008 ACURA TL VIN #19UUA66208A026048	\$0.00
84	Loehmann's Inc.	Acura Financial Services	9/3/10	Car Lease - 2010 ACURA TL VIN #19UUA9F57AA008437	\$0.00
85	Loehmann's Inc.	Acura Financial Services	5/17/10	Car Lease - 2010 ACURA RDX VIN #5J8TB1H58AA004419	\$0.00
86	Loehmann's Inc.	Acura Financial Services	6/4/10	Car Lease - 2010 ACURA RDX VIN #5J8TB1H57AA005285	\$0.00
87	Loehmann's Inc.	Acura Financial Services	6/21/10	Car Lease - 2010 ACURA RDX VIN #5J8TB1H54AA004191	\$0.00
88	Loehmann's Inc.	Adriana M Gavranovich	10/30/10	Severance Agreement	\$0.00
89	Loehmann's Inc.	Alorilyn M Villaruz	10/23/10	Severance Agreement	\$0.00
90	Loehmann's Inc.	Amanda Vaughan	11/5/10	Severance Agreement	\$0.00
91	Loehmann's Inc.	American Hondo Finance Corp.	10/6/09	Car Lease - 2010 Honda Accord VIN #1HGCP3F89AA000759	\$0.00
92	Loehmann's Inc.	Anaysha Vidal	11/4/10	Severance Agreement	\$0.00

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 1**  
**CONTRACTS TO BE ASSUMED**

<b>NO.</b>	<b>DEBTOR</b>	<b>COUNTERPARTY</b>	<b>DATE</b>	<b>DESCRIPTION OF CONTRACT</b>	<b>CURE AMOUNT</b>
93	Loehmann's Inc.	Angelina Shapira	11/3/10	Severance Agreement	\$0.00
94	Loehmann's Inc.	Bagni, Elise Cerrato	8/1/10	Retention Agreement dated 8/1/2010	\$0.00
95	Loehmann's Inc.	BMW Financial Services	4/3/10	Car Lease - 2010 BMW 528 IA VIN #WBANU5C57AC128506	\$0.00
96	Loehmann's Inc.	BMW Financial Services	12/21/09	Car Lease - 2010 BMW 535X1 VIN #WBANV9C57AC138294	\$0.00
97	Loehmann's Inc.	Brittany T Blocker	11/7/10	Severance Agreement	\$0.00
98	Loehmann's Inc.	Brown, Debbie	3/5/10	Retention Agreement dated 3/5/2010	\$0.00
99	Loehmann's Inc.	Camille Dagostino	7/30/10	Severance Agreement	\$0.00
100	Loehmann's Inc.	Carlos R Alvarez	11/6/10	Severance Agreement	\$0.00
101	Loehmann's Inc.	Chase Auto Finance	9/2/10	Car Lease - 2007 MAZDA CX-7 VIN #JM3TB3MVXA0227462	\$0.00
102	Loehmann's Inc.	Cusimano, Frank	2/1/10	Retention Agreement dated 2/1/2010	\$0.00
103	Loehmann's Inc.	Donna Clayton	10/31/10	Severance Agreement	\$0.00
104	Loehmann's Inc.	Donna M Ciccone	11/6/10	Severance Agreement	\$0.00
105	Loehmann's Inc.	Doreen Kinsey	11/6/10	Severance Agreement	\$0.00
106	Loehmann's Inc.	Elise Cerrato Bagni	9/27/10	Counter offer	\$0.00
107	Loehmann's Inc.	Emilia A Depalo	11/6/10	Severance Agreement signed 11/9/10	\$0.00
108	Loehmann's Inc.	Galik, Jennifer	8/1/10	Retention Agreement dated 8/1/2010	\$0.00
109	Loehmann's Inc.	Gerard K Kakooza	11/5/10	Severance Agreement signed 11/9/10	\$0.00
110	Loehmann's Inc.	Gloria Zuccarelli	11/10/10	Severance Agreement signed 11/10/10	\$0.00
111	Loehmann's Inc.	Greco, Gabrielle	10/1/10	Retention Agreement dated 10/1/2010	\$0.00
112	Loehmann's Inc.	Heller, Lesley	9/1/10	Retention Agreement dated 9/1/2010	\$0.00
113	Loehmann's Inc.	Inna Akopyan	11/5/10	Severance Agreement	\$0.00
114	Loehmann's Inc.	Janelle N Diaz	11/5/10	Severance Agreement	\$0.00
115	Loehmann's Inc.	Joanne T Ficco	8/27/10	Severance Agreement	\$0.00
116	Loehmann's Inc.	Jonathon Mathis	11/7/10	Severance Agreement	\$0.00
117	Loehmann's Inc.	Katarzyna N Rachwal	11/6/10	Severance Agreement	\$0.00
118	Loehmann's Inc.	Laura A Cain	11/6/10	Severance Agreement	\$0.00
119	Loehmann's Inc.	Lowe, Brenda	9/1/10	Retention Agreement dated 9/1/2010	\$0.00
120	Loehmann's Inc.	Maria M. Fahn	11/6/10	Severance Agreement	\$0.00
121	Loehmann's Inc.	Marshall Erickson	11/6/10	Severance Agreement	\$0.00
122	Loehmann's Inc.	Mercedes-Benz Financial	7/8/09	Car Lease - 2009 MERCEDES S550V4M VIN #WDDNG86X79A281912	\$0.00

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 1**  
**CONTRACTS TO BE ASSUMED**

<b>NO.</b>	<b>DEBTOR</b>	<b>COUNTERPARTY</b>	<b>DATE</b>	<b>DESCRIPTION OF CONTRACT</b>	<b>CURE AMOUNT</b>
123	Loehmann's Inc.	Molly A. Pennell	11/6/10	Severance Agreement	\$0.00
124	Loehmann's Inc.	Picone, Lisa	10/5/09	Retention Agreement dated 10/5/2009	\$0.00
125	Loehmann's Inc.	Rita E Neri	11/6/10	Severance Agreement	\$0.00
126	Loehmann's Inc.	Robert Williams	11/6/10	Severance Agreement	\$0.00
127	Loehmann's Inc.	Ronnie De Thomas	11/6/10	Severance Agreement	\$0.00
128	Loehmann's Inc.	Roula Malki	11/6/10	Severance Agreement	\$0.00
129	Loehmann's Inc.	Schwartz, Sari	8/1/10	Retention Agreement dated 8/1/2010	\$0.00
130	Loehmann's Inc.	Shadia Shaker	11/6/10	Severance Agreement	\$0.00
131	Loehmann's Inc.	Shaquaya T Mack	11/7/10	Severance Agreement	\$0.00
132	Loehmann's Inc.	Stephanie Snow	11/6/10	Severance Agreement	\$0.00
133	Loehmann's Inc.	Taghavian, Naz	10/1/10	Retention Agreement dated 10/1/2010	\$0.00
134	Loehmann's Inc.	Tangee L. Bobbitt	10/26/10	Severance Agreement	\$0.00
135	Loehmann's Inc.	Thomas, Sharon	3/17/10	Retention Agreement dated 3/17/2010	\$0.00
136	Loehmann's Inc.	Tiarah Cambridge	11/5/10	Severance Agreement signed 11/10/10	\$0.00
137	Loehmann's Inc.	Trainor, Tricia	8/18/10	Retention Agreement dated 8/18/2010	\$0.00
138	Loehmann's Inc.	Trubnikov, Dimitri	5/6/09	Retention Agreement dated 5/6/2009	\$0.00
139	Loehmann's Inc.	U.S. Bank N.A.	2/18/09	Car Lease - 2009 Jaguar XF VIN #SAJWA07C991R33024	\$0.00
140	Loehmann's Inc.	Visram, Jennisa	10/1/10	Retention Agreement dated 10/1/2010	\$0.00
141	Loehmann's Inc.	Wade, Katie	4/3/10	Retention Agreement dated 4/3/2010	\$0.00
142	Loehmann's Inc.	Wheeler, Alison	1/18/10	Retention Agreement dated 1/18/2010	\$0.00
143	Loehmann's Inc.	Yalowich, Kristin	10/5/09	Retention Agreement dated 10/5/2009	\$0.00
144	Loehmann's Inc.	AGCS Marine Insurance Company	3/27/10	Insurance - Cargo	\$0.00
145	Loehmann's Inc.	Aspen Specialty Insurance Company	2/1/10	Insurance - Excess D/C Flood & Quake	\$0.00
146	Loehmann's Inc.	Beazley Insurance Company, Inc.	2/1/10	Insurance - Commercial Property	\$0.00
147	Loehmann's Inc.	Beazley Insurance Company, Inc.	2/1/10	Insurance - Excess Employment Practice Liability	\$0.00
148	Loehmann's Inc.	Federal Insurance Company (HCC)	2/1/10	Insurance - Fiduciary Liability/Crime	\$0.00
149	Loehmann's Inc.	Houston Casualty Company (HCC)	2/1/10	Insurance - Employment Practices Liability	\$0.00
150	Loehmann's Inc.	Liberty Mutual Fire Insurance Company	2/1/10	Insurance - Commercial General Liability	\$0.00
151	Loehmann's Inc.	Liberty Mutual Fire Insurance Company	2/1/10	Insurance - Commercial Automobile Liability and Physical Damage	\$0.00

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 1**  
**CONTRACTS TO BE ASSUMED**

NO.	DEBTOR	COUNTERPARTY	DATE	DESCRIPTION OF CONTRACT	CURE AMOUNT
152	Loehmann's Inc.	Liberty Mutual Fire Insurance Company	2/1/10	Insurance - Workers Compensation and Employers Liability	\$0.00
153	Loehmann's Operating Co.	Liberty Mutual Insurance Company	2/1/09	Electronic Access to certain claims. Contract dated 12/4/08	\$0.00
154	Loehmann's Inc.	Max Specialty Insurance Company	2/1/10	Insurance - Excess DIC Flood & Quake	\$0.00
155	Loehmann's Inc.	National Surety Corporation	2/1/10	Insurance - Umbrella Liability (Excess)	\$0.00
156	Loehmann's Inc.	Prudential Retirement Insurance & Annuity Company	2/1/07	401(k) Savings and Investment Plan - signed 1/29/07	\$0.00
157	Loehmann's Inc.	The Ohio Casualty Insurance Company	2/1/10	Insurance - Umbrella Liability (Lead)	\$0.00
158	Loehmann's Inc.	US Specialty Insurance Company	2/1/10	Insurance - Directors & Officers Liability	\$0.00
159	Loehmann's Operating Co.	AKA Enterprise Solutions	4/4/09	Great Plains Support	\$0.00
160	Loehmann's Operating Co.	ARIN	9/10/10	IP Address Registration Contract	\$100.00
161	Loehmann's Operating Co.	BT Conferencing Video, Inc.	10/15/09	Video Conferencing Maintenance	\$0.00
162	Loehmann's Inc.	Cablevision Lightpath, Inc.	12/15/09	ISP / Voice for Datacenter. Datacenter to Datacenter bandwidth	\$6,932.91
163	Loehmann's Operating Co.	CyberKlix	10/1/08	Software installation and maintenance	\$0.00
164	Loehmann's Operating Co.	CyberKlix	7/28/08	Confidentiality Agreement	\$0.00
165	Loehmann's Operating Co.	Demandware, Inc	9/15/08	Confidentiality Agreement	\$0.00
166	Loehmann's Operating Co.	Epicor / NSB / STS Systems Inc.	8/25/08	Confidentiality Agreement	\$0.00
167	Loehmann's Inc.	Epicor / NSB / STS Systems Inc.	2/5/93	STS Software maintenance	\$0.00
168	Loehmann's Inc.	Epicor / NSB / STS Systems Inc.	2/5/93	STS Equipment maintenance service	\$0.00
169	Loehmann's Inc.	Epicor / NSB / STS Systems Inc.	3/9/99	Equipment and software maintenance	\$0.00
170	Loehmann's Inc.	GE Capital	3/25/04	Equipment Lease - POS Workstations	\$36,594.00
171	Loehmann's Operating Co.	Heroix	6/27/10	Network Monitoring Maintenance	\$0.00
172	Loehmann's Inc.	INTERNATIONAL BUSINESS MACHINES CORPORATION	1/21/10	Confidentiality Agreement - signed 1/21/10	\$0.00
173	Loehmann's Inc.	Microsoft Business Agreement (2010 Renewal)	7/1/10	Microsoft Business Agreement Renewal	\$27,566.77
174	Loehmann's Inc.	Microsoft Licensing GP	6/4/10	Microsoft Enterprise Software	\$0.00
175	Loehmann's Inc.	Mustang Microsystems, Inc.	10/1/03	Support services for payment terminals - signed 10/6/03	\$983.28
176	Loehmann's Operating Co.	Neustar / Ultra DNS	7/18/10	Domain Name Service Support	\$3,508.27
177	Loehmann's Operating Co.	QlikTech, Inc	6/14/10	Confidentiality Agreement	\$0.00
178	Loehmann's Operating Co.	Qwest	6/29/09	Corporate Internet Access	\$4,833.43

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 1**  
**CONTRACTS TO BE ASSUMED**

<b>NO.</b>	<b>DEBTOR</b>	<b>COUNTERPARTY</b>	<b>DATE</b>	<b>DESCRIPTION OF CONTRACT</b>	<b>CURE AMOUNT</b>
179	Loehmann's Inc.	Symbol Technologies, Inc.	10/6/03	Right to term anytime.	\$0.00
180	Loehmann's Operating Co.	TRG / Technology Resource Group	10/13/10	Store wireless handheld / printer equipment support / repair	\$6,143.26
181	Loehmann's Operating Co.	Tripwire, Inc.	7/13/09	Mutual Nondisclosure Agreement - signed 7/14/09	\$0.00
182	Loehmann's Operating Co.	Truarx / True Comply	1/1/08	PCI Compliance Certificate	\$0.00
183	Loehmann's Inc.	Trustwave	11/25/09	Confidentiality Agreement - signed 11/30/09	\$0.00
184	Loehmann's Inc.	Trustwave Holdings, Inc. former Ambiron Trustwave	11/29/06	Compliance Validation Services Agreement dated 11/29/2006	\$0.00
185	Loehmann's Inc.	Trustwave Holdings, Inc. former Ambiron Trustwave	5/12/10	Addendum to Compliance Validation Services Agreement dated 11/29/2006 Internal & Wireless Penetration Test Services	\$0.00
186	Loehmann's Operating Co.	Versatech	1/2/09	Corporate Phone system support	\$0.00
187	Loehmann's Inc.	Vertex, Inc	8/31/07	Software License Agreement	\$0.00
188	Loehmann's Holdings Inc.	Federal Communications Commission	4/18/07	License Agreement - Walkie Talkies	\$0.00
189	Loehmann's Inc.	Fire & Security Systems, INC.	2/2/04	Remote Station Signaling Agreement- Connection	\$98.25
190	Loehmann's Operating Co.	Rume Corp / Iron Mountain	3/1/05	Interactive Training for Loss Prevention	\$0.00
191	Loehmann's Inc.	Stanley Security Solutions	3/1/10	Loss Prevention - Alarm	\$0.00
192	Loehmann's Holdings Inc.	Henry Doneger Associates INC	6/1/08	Henry Doneger. Merchandising and Trend Services	\$18,500.00
193	Loehmann's Inc.	Scents of Worth (previously known as Model Imperial)	2/2/03	Licensed Department Agreement	\$0.00
194	Loehmann's Operating Co.	ABM	2/26/01	Janitorial Service Agreement	\$36,262.35
195	Loehmann's Operating Co.	Aldona Fire Protection, Inc.	1/23/02	Fire Alarm Maintenance - 1/23/02	\$0.00
196	Loehmann's Inc.	All Vend Management Corp.	3/6/96	Master Vending Agency Agreement	\$0.00
197	Loehmann's Operating Co.	Alpine Refrigeration Co	2/1/03	Maintenance Agreement	\$161.78
198	Loehmann's Operating Co.	Amro	4/1/06	Cartage	\$2,149.44
199	Loehmann's Operating Co.	Comdata Stored Value Systems, Inc.	9/7/07	Services Agreement - Gift Card Processing (In Stores & On-Line)	\$3,870.73
200	Loehmann's Operating Co.	Facilitec		Energy and Equipment Saving	\$874.66
201	Loehmann's Operating Co.	Facilitec		Energy and Equipment Saving	\$0.00
202	Loehmann's Operating Co.	Facilitec		Energy and Equipment Saving	\$0.00
203	Loehmann's Operating Co.	Facilitec		Energy and Equipment Saving	\$0.00
204	Loehmann's Operating Co.	Hughes Environmental Engineering	9/17/10	Air Conditioning Preventative Maintenance - signed 12/30/02	\$62,562.29

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 1**  
**CONTRACTS TO BE ASSUMED**

NO.	DEBTOR	COUNTERPARTY	DATE	DESCRIPTION OF CONTRACT	CURE AMOUNT
205	Loehmann's Operating Co.	Hughes Environmental Engineering	5/7/04	Air Conditioning Preventative Maintenance - signed 3/9/02	\$0.00
206	Loehmann's Operating Co.	Hughes Environmental Engineering	10/1/04	Maintenance Agreement	\$0.00
207	Loehmann's Operating Co.	Hughes Environmental Engineering	5/1/04	Maintenance Agreement	\$0.00
208	Loehmann's Operating Co.	Inter-County Mechanical Corp	5/1/09	Air Conditioning, Heating, Refrigeration and Energy maintenance	\$10,905.74
209	Loehmann's Operating Co.	Inter-County Mechanical Corp	5/1/09	Air Conditioning, Heating, Refrigeration and Energy maintenance	\$0.00
210	Loehmann's Operating Co.	Inter-County Mechanical Corp	5/1/09	Air Conditioning, Heating, Refrigeration and Energy maintenance	\$0.00
211	Loehmann's Operating Co.	Inter-County Mechanical Corp	5/1/09	Air Conditioning, Heating, Refrigeration and Energy maintenance	\$0.00
212	Loehmann's Operating Co.	Inter-County Mechanical Corp	5/1/09	Air Conditioning, Heating, Refrigeration and Energy maintenance	\$0.00
213	Loehmann's Operating Co.	Inter-County Mechanical Corp	3/25/03	Air Conditioning, Heating, Refrigeration and Energy maintenance	\$0.00
214	Loehmann's Operating Co.	Kone, Inc	1/19/04	Maintenance Agreement- Vertical Transportation	\$17,282.65
215	Loehmann's Operating Co.	M. T Packaging, Inc	9/1/10	Packaging Supplies	\$21,172.75
216	Loehmann's Operating Co.	M. T Packaging, Inc	9/1/10	Janitorial Supplies	\$0.00
217	Loehmann's Inc.	M. T Packaging, Inc	9/1/10	Packaging Supplies	\$0.00
218	Loehmann's Stores	MAINCO Elevator & Electrical Corp.	9/30/01	Elevator/escalator maintenance - signed 9/30/01	\$0.00
219	Loehmann's Operating Co.	Mitsubishi Electric & Electronics USA	4/1/01	Elevator Maintenance Agreement, 222 Sutter Street , San Francisco, Store # 111	\$3,875.91
220	Loehmann's Operating Co.	Muzak	7/11/01	Music	\$8,275.11
221	Loehmann's Inc.	Neopost	3/8/05	Postage Machine- Neopost Leasing	\$0.00
222	Loehmann's Operating Co.	Paper Systems, Inc	6/1/09	POS Paper	\$6,509.00
223	Loehmann's Inc.	PBCC-Pitney Bowes Equipment & Services	7/28/98	Postage Machine	\$0.00
224	Loehmann's Operating Co.	Scanlon Associates	3/2/07	HVAC	\$30,977.26
225	Loehmann's Operating Co.	Schindler Elevator Corporation	4/1/08	Preventive Maintenance Agreement	\$22,370.48
226	Loehmann's Operating Co.	Schindler Elevator Corporation	4/1/03	Preventive Maintenance Agreement	\$0.00
227	Loehmann's Inc.	Site Controls, LLC	10/1/08	Energy equipment agreement	\$873.54



**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 1**  
**CONTRACTS TO BE ASSUMED**

<b>NO.</b>	<b>DEBTOR</b>	<b>COUNTERPARTY</b>	<b>DATE</b>	<b>DESCRIPTION OF CONTRACT</b>	<b>CURE AMOUNT</b>
228	Loehmann's Holdings Inc.	Staples Contract & Commercial Inc	11/14/08	Office Supplier	\$40,602.68
229	Loehmann's Operating Co.	Sylvania Lighting Services Corp.	5/1/02	Lighting Service agreement signed on 5/2/2002 ( agr. Date of 4/25/02)	\$26,322.56
230	Loehmann's Operating Co.	Thyssen Krupp Elevator	6/1/01	Preventive Maintenance Agreement- Elevator/Escolator	\$83,538.60
231	Loehmann's Operating Co.	Thyssen Krupp Elevator	12/12/06	Platinum Preventive Maintenance Agreement- Elevator/Escolator	\$0.00
232	Loehmann's Operating Co.	Thyssen Krupp Elevator	3/1/01	Elevator Maintence Agreement- Escalators	\$0.00
233	Loehmann's Operating Co.	Thyssen Krupp Elevator	3/1/01	Elevator Maintence Agreement- Passenger Oil Unit	\$0.00
234	Loehmann's Operating Co.	Thyssen Krupp Elevator	9/30/01	Elevator/Escolator Maintenance	\$0.00
235	Loehmann's Operating Co.	ThyssenKrupp Elevator	3/1/07	Elevator Units	\$0.00
236	Loehmann's Operating Co.	ThyssenKrupp Elevator	3/1/07	Elevator/Freight	\$0.00
237	Loehmann's Operating Co.	ThyssenKrupp Elevator	3/1/01	Preventive Maintenance (Escalators)	\$0.00
238	Loehmann's Operating Co.	ThyssenKrupp Elevator	3/1/01	Preventive Maintenance (Escalators)	\$0.00
239	Loehmann's Operating Co.	ThyssenKrupp Elevator	3/1/01	Elevator Maintenance Agreement	\$0.00
240	Loehmann's Operating Co.	ThyssenKrupp Elevator	6/1/01	Elevator Maintenance Agreement	\$0.00
241	Loehmann's Operating Co.	ThyssenKrupp Elevator	6/1/01	Elevator Maintenance Agreement	\$0.00
242	Loehmann's Operating Co.	TJ Unlimited Landscape & Development	9/26/02	Snow Removal	\$5,022.58
243	Loehmann's Operating Co.	TJ Unlimited Landscape & Development	9/26/02	Snow Removal	\$0.00
244	Loehmann's Inc.	Traic Mechanical Services	10/1/00	Mechanical maintenance agreement - signed 5/3/01	\$585.00
245	Loehmann's Operating Co.	Xerox Inc.	1/21/08	Rental Equiptment lease	\$17,959.73
246	Loehmann's Operating Co.	Xerox Inc.	11/5/05	Rental Equiptment lease	\$0.00
247	Loehmann's Operating Co.	Xerox Inc.	3/19/07	Rental Equiptment lease	\$0.00
248	Loehmann's Operating Co.	Xerox Inc.	10/13/05	Rental Equiptment lease	\$0.00
249	Loehmann's Operating Co.	Xerox Inc.	11/26/02	Rental Equiptment lease	\$0.00
250	Loehmann's Holdings Inc.	Yukon	3/2/07	Maintenance Agreement	\$17,456.64
251	Loehmann's Operating Co.	Yukon	3/2/07	Preventative maintenance agreement - signed 5-3-01	\$0.00
252	Loehmann's Inc.	Yukon	5/13/02	Preventive Maintenance Agreement	\$0.00
253	Loehmann's Operating Co.	Yukon	3/25/03	Air Conditioning, Heating Refrigeration and Energy	\$0.00
254	Loehmann's Inc.	Yukon	5/13/02	Preventive Maintenance Agreement	\$0.00
255	Loehmann's Inc.	Yukon	5/13/02	Preventive Maintenance Agreement	\$0.00
256	Loehmann's Inc.	Yukon	5/12/02	Preventive Maintenance Agreement	\$0.00
257	Loehmann's Operating Co.	Yukon	9/30/04	Preventive Maintenance Agreement	\$0.00

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 1**  
**CONTRACTS TO BE ASSUMED**

<b>NO.</b>	<b>DEBTOR</b>	<b>COUNTERPARTY</b>	<b>DATE</b>	<b>DESCRIPTION OF CONTRACT</b>	<b>CURE AMOUNT</b>
258	Loehmann's Operating Co.	Yukon	1/21/10	Preventive Maintenance Agreement	\$0.00
259	Loehmann's Operating Co.	Yukon	3/7/08	Preventive Maintenance Agreement	\$0.00
260	Loehmann's Operating Co.	Yukon	5/1/03	Preventive Maintenance Agreement	\$0.00

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 2**  
**LEASES TO BE ASSUMED**

<b>NO.</b>	<b>DEBTOR</b>	<b>COUNTERPARTY</b>	<b>EXPIRATION DATE</b>	<b>DESCRIPTION OF LEASE</b>	<b>CURE AMOUNT</b>
1	Loehmann's Operating Co.	Allison's Beer & Soda Inc.	03/31/17	Riverdale Store Lease (#1)	\$19,444.00
2	Loehmann's Operating Co.	Federal Realty Investment Trust	12/31/11	Norwalk Store Lease (#2)	\$13,469.42
3	Loehmann's, Inc.	HARBRO REALTY	06/30/15	Hewlett Store Lease (#3)	\$36,687.67
4	Loehmann's Operating Co.	Federal Realty Investment	01/31/17	Falls Church Store Lease, to be amended/modified (#12)	\$16,202.00
5	Loehmann's Operating Co.	LPE Partners	11/30/14	East Brunswick Store Lease, to be amended/modified (#15)	\$0.00
6	Loehmann's Operating Co.	Reseda Shopping Center II LLC/Nations Bank of washington D.C.	11/30/13	Reseda Store Lease (#16)	\$32,403.51
7	Loehmann's Operating Co.	JBG/Rosenfeld -Loe	07/31/11	Rockville Store Lease, to be amended/modified (#25)	\$23,918.43
8	Loehmann's Operating Co.	Regency Centers, LP	02/28/16	Atlanta Store Lease, to be amended/modified (#28)	\$12,832.86
9	Loehmann's Operating Co.	CRM Properties	11/30/17	Beverly Hills Store Lease (#30)	\$99,079.40
10	Loehmann's Real Estate Holdings, Inc.	White Plains Shopping Center	4/30/15	White Plains Store Lease (#33)	\$215,117.42
11	Loehmann's Real Estate Holdings, Inc.	Regency Realty Corporation	4/30/16	Sunnyvale Store Lease (#39)	\$14,264.20
12	Loehmann's Real Estate Holdings, Inc.	Lake Success Shopping Center	9/30/19	New Hyde Park Store Lease (#46)	\$29,698.04
13	Loehmann's Operating Co.	RIV Hunter's Square LP	09/30/21	Detroit Farmington Hill Store Lease, to be amended/modified (#54)	\$0.00
14	Loehmann's Operating Co.	Aventura Fashion Island, L.P.	12/31/12	North Miami Store Lease (#56)	\$110,245.21
15	Loehmann's Real Estate Holdings, Inc.	FR Crow Canyon LLC	10/31/12	San Ramon Store Lease (#63)	\$27,926.53
16	Loehmann's Operating Co.	WRC PROPERTIES	01/31/18	Town & Country	TBD

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 2**  
**LEASES TO BE ASSUMED**

<b>NO.</b>	<b>DEBTOR</b>	<b>COUNTERPARTY</b>	<b>EXPIRATION DATE</b>	<b>DESCRIPTION OF LEASE</b>	<b>CURE AMOUNT</b>
17	Loehmann's Operating Co.	Peter P Bollinger Investment Co.	02/28/16	Sacramento Store Lease (#89)	\$9,851.08
18	Loehmann's Operating Co.	HRI/Lutherville Station, LLC/Timonium Shopping Center	01/31/16	Timonium Store Lease (#93)	\$1,195.87
19	Loehmann's Real Estate Holdings, Inc.	Village Plaza Mgmt	2/28/13	Morton Grove Store Lease (#103)	\$14,419.37
20	Loehmann's Real Estate Holdings, Inc.	Boca-Somerset, LP c/o Gumberg Asset Mgmt	12/31/15	Boca Raton Store Lease, to be amended/modified (#107)	\$0.00
21	Loehmann's Operating Co.	Rancho Niguel Commercial Ii	08/31/11	Laguna Niguel Store Lease, to be amended/modified (#108)	\$0.00
23	Loehmann's Operating Co.	Jim R. Smith & Company	03/31/16	Memorial Houston Store Lease (#123)	\$10,485.13
24	Loehmann's Real Estate Holdings, Inc.	Mission Valley Center	8/31/11	San Diego Store Lease (#124)	\$23,586.51
25	Loehmann's Operating Co.	Treger Realty Company	TBD	Manhattan Store Lease (#125)	\$46,666.67
26	Loehmann's Real Estate Holdings, Inc.	2027 LLC-Loehmann's Seaport Plaza	11/30/16	Brooklyn Store Lease, to be amended/modified (#127)	\$0.00
27	Loehmann's Operating Co.	Mack Company	09/05/21	Paramus Store Lease (#128)	\$34,708.33
28	Loehmann's Operating Co.	The Irvine Company LLC	03/31/12	Tustin Store Lease, to be amended/modified (#132)	\$0.00
29	Loehmann's Operating Co.	KIR Torrance, LP	05/31/12	Torrance Store Lease, to be amended/modified (#133)	\$0.00
30	Loehmann's Operating Co.	East Gate Center IV Limited	5/31/12	Moorestown Store Lease, to be amended/modified (#134)	\$0.00
31	Loehmann's Real Estate Holdings, Inc.	Marina Pacifica LLC	3/31/13	Long Beach Store Lease (#138)	\$25,068.96
32	Loehmann's Operating Co.	Troy Commons L.L.C.	1/31/16	Troy Store Lease, to be amended/modified (#143)	\$0.00

**ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST**  
**EXHIBIT 2**  
**LEASES TO BE ASSUMED**

<b>NO.</b>	<b>DEBTOR</b>	<b>COUNTERPARTY</b>	<b>EXPIRATION DATE</b>	<b>DESCRIPTION OF LEASE</b>	<b>CURE AMOUNT</b>
33	Loehmann's Operating Co.	WRC PROPERTIES	01/31/18	Town & Country-Men's Store Lease (#144)	\$61,425.44
34	Loehmann's Operating Co.	Vornado Realty Trust	1/31/14	East Hanover Store Lease (#145)	\$29,988.95
35	Loehmann's Operating Co.	Federal Realty Investment	1/31/14	Chevy Chase-Friendship Center Store Lease, to be amended/modified (#146)	\$31,874.02
36	Loehmann's Real Estate Holdings, Inc.	Village Northbrook Square	1/31/14	Northbrook Store Lease (#148)	\$28,405.34
37	Loehmann's Operating Co.	The Sembler Company	01/31/16	Perimeter Store Lease, as amended/modified (#155)	\$9,469.46
38	Loehmann's Operating Co.	GLL US Retail LP-Legacy Place	01/31/17	Legacy Store Lease, as amended/modified (#156)	\$14,858.03
39	Loehmann's Operating Co.	DDR Miami Avenue	12/31/12	Mid-Miami Store Lease (#165)	\$24,833.93
40	Loehmann's Operating Co.	Great Atlantic & Pacific Tea Comp. Inc.	TBD	Upper West Side Store Lease (#173a)	\$73,649.87
41	Loehmann's Operating Co.	Gristede's Foods, Inc.	09/19/18	Upper West Side Store Lease (#173b)	\$6,056.95
42	Loehmann's Operating Co.	Ansonia Commercial LLC	09/19/18	Upper West Side Store Lease (#173c)	\$26,473.61
43	Loehmann's Operating Co.	Metro Point Retail Associates II	01/31/20	Costa Mesa Store Lease (#175)	\$87,437.64
44	Loehmann's Real Estate Holdings, Inc.	Rutherford Joint Venture	3/30/12	Rutherford - DC Lease (#998)	\$24,885.00
45	Loehmann's Real Estate Holdings, Inc.	Commerce-Halsey LLC	7/31/12	Corporate Headquarters Lease (#999)	\$54,655.16

## **Exhibit E**

### **Compensation and Benefits Programs to Be Rejected**

The Debtors intend to file this document in accordance with the definition of the Plan Supplement Filing Date<sup>1</sup> set forth in the Plan.

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<sup>1</sup> Under the Plan, the Plan Supplement Filing Date means the date that is five (5) calendar days prior to the Voting Deadline; provided, that, with respect to the New Shareholders Agreement and the certificate of designation for the New Convertible Preferred Stock, the Plan Supplement Filing Date means the date that is ten (10) calendar days prior to the Voting Deadline; and with respect to the Rejected Executory Contract and Unexpired Lease Schedule and the Assumed Executory Contract and Unexpired Lease Schedule, the Plan Supplement Filing Date means the date that is fifteen (15) calendar days prior to the Voting Deadline.

## **Exhibit F**

### **Amended and Restated Certificate of Incorporation**

The Debtors intend to file this document in accordance with the definition of the Plan Supplement Filing Date<sup>1</sup> set forth in the Plan.

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<sup>1</sup> Under the Plan, the Plan Supplement Filing Date means the date that is five (5) calendar days prior to the Voting Deadline; provided, that, with respect to the New Shareholders Agreement and the certificate of designation for the New Convertible Preferred Stock, the Plan Supplement Filing Date means the date that is ten (10) calendar days prior to the Voting Deadline; and with respect to the Rejected Executory Contract and Unexpired Lease Schedule and the Assumed Executory Contract and Unexpired Lease Schedule, the Plan Supplement Filing Date means the date that is fifteen (15) calendar days prior to the Voting Deadline.

## **Exhibit G**

### **Amended and Restated Bylaws**

The Debtors intend to file this document in accordance with the definition of the Plan Supplement Filing Date<sup>1</sup> set forth in the Plan.

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<sup>1</sup> Under the Plan, the Plan Supplement Filing Date means the date that is five (5) calendar days prior to the Voting Deadline; provided, that, with respect to the New Shareholders Agreement and the certificate of designation for the New Convertible Preferred Stock, the Plan Supplement Filing Date means the date that is ten (10) calendar days prior to the Voting Deadline; and with respect to the Rejected Executory Contract and Unexpired Lease Schedule and the Assumed Executory Contract and Unexpired Lease Schedule, the Plan Supplement Filing Date means the date that is fifteen (15) calendar days prior to the Voting Deadline.



## **Exhibit H**

### **Schedule of the Debtor Causes of Action to be Retained by the Reorganized Debtors**

The Debtors intend to file this document in accordance with the definition of the Plan Supplement Filing Date<sup>1</sup> set forth in the Plan.

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<sup>1</sup> Under the Plan, the Plan Supplement Filing Date means the date that is five (5) calendar days prior to the Voting Deadline; provided, that, with respect to the New Shareholders Agreement and the certificate of designation for the New Convertible Preferred Stock, the Plan Supplement Filing Date means the date that is ten (10) calendar days prior to the Voting Deadline; and with respect to the Rejected Executory Contract and Unexpired Lease Schedule and the Assumed Executory Contract and Unexpired Lease Schedule, the Plan Supplement Filing Date means the date that is fifteen (15) calendar days prior to the Voting Deadline.

## **Exhibit I**

### **Identity of Officers of the Reorganized Debtors**

The Debtors intend to file this document in accordance with the definition of the Plan Supplement Filing Date<sup>1</sup> set forth in the Plan.

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<sup>1</sup> Under the Plan, the Plan Supplement Filing Date means the date that is five (5) calendar days prior to the Voting Deadline; provided, that, with respect to the New Shareholders Agreement and the certificate of designation for the New Convertible Preferred Stock, the Plan Supplement Filing Date means the date that is ten (10) calendar days prior to the Voting Deadline; and with respect to the Rejected Executory Contract and Unexpired Lease Schedule and the Assumed Executory Contract and Unexpired Lease Schedule, the Plan Supplement Filing Date means the date that is fifteen (15) calendar days prior to the Voting Deadline.

## **Exhibit J**

### **Identity of Members of New Board**

The Debtors intend to file this document in accordance with the definition of the Plan Supplement Filing Date<sup>1</sup> set forth in the Plan.

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<sup>1</sup> Under the Plan, the Plan Supplement Filing Date means the date that is five (5) calendar days prior to the Voting Deadline; provided, that, with respect to the New Shareholders Agreement and the certificate of designation for the New Convertible Preferred Stock, the Plan Supplement Filing Date means the date that is ten (10) calendar days prior to the Voting Deadline; and with respect to the Rejected Executory Contract and Unexpired Lease Schedule and the Assumed Executory Contract and Unexpired Lease Schedule, the Plan Supplement Filing Date means the date that is fifteen (15) calendar days prior to the Voting Deadline.

## **Exhibit K**

### Certificate of Designation for New Convertible Preferred Stock

The Debtors intend to file this document in accordance with the definition of the Plan Supplement Filing Date<sup>1</sup> set forth in the Plan.

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<sup>1</sup> Under the Plan, the Plan Supplement Filing Date means the date that is five (5) calendar days prior to the Voting Deadline; provided, that, with respect to the New Shareholders Agreement and the certificate of designation for the New Convertible Preferred Stock, the Plan Supplement Filing Date means the date that is ten (10) calendar days prior to the Voting Deadline; and with respect to the Rejected Executory Contract and Unexpired Lease Schedule and the Assumed Executory Contract and Unexpired Lease Schedule, the Plan Supplement Filing Date means the date that is fifteen (15) calendar days prior to the Voting Deadline.

## **Exhibit L**

### **New Shareholders' Agreement**

The Debtors intend to file this document in accordance with the definition of the Plan Supplement Filing Date<sup>1</sup> set forth in the Plan.

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<sup>1</sup> Under the Plan, the Plan Supplement Filing Date means the date that is five (5) calendar days prior to the Voting Deadline; provided, that, with respect to the New Shareholders Agreement and the certificate of designation for the New Convertible Preferred Stock, the Plan Supplement Filing Date means the date that is ten (10) calendar days prior to the Voting Deadline; and with respect to the Rejected Executory Contract and Unexpired Lease Schedule and the Assumed Executory Contract and Unexpired Lease Schedule, the Plan Supplement Filing Date means the date that is fifteen (15) calendar days prior to the Voting Deadline.